IN THE HIGH COURT OF JUDICATURE AT BOMBAY

NAGPUR BENCH : NAGPUR

LETTERS PATENT APPEAL NO. 220 OF 2007
IN
WRIT PETITION NO. 3639 OF 2005

Maharashtra State Coop. Cotton Grower's Marketing Federation Ltd. vs. Maharashtra State Coop. Cotton Grower's Marketing Federation Employees Union & Anr.

Office Notes, Office Memoranda of Coram, appearances, Court's orders or directions and Registrar's orders.	Court's or Judge's orders

CORAM : D.D. SINHA AND
B.P. DHARMADHIKARI, JJ.
OCTOBER 18, 2007.

Heard Shri Samarth, learned counsel for the appellant and Kum. Pathak, learned counsel for respondents No.1 & 2.

The present Letters Patent Appeal is directed against the order dated 23.3.2007 passed by the learned Single Judge of this Court whereby writ petition filed by the petitioner – Maharashtra State Cooperative Cotton Grower's Marketing Federation Limited, came to be dismissed.

The learned counsel for the petitioner has submitted that it is no doubt true that the Government of Maharashtra has appointed

"Bhuibhar Committee" for consideration of certain demands by the Seasonal employees and certain recommendations were also made by the said Committee. However, those recommendations were not accepted by the State Government though principally agreed that the Federation would provide employment for six months to seasonal employees. It is, therefore, contended that merely because the Committee has recommended, that should not have been taken as a basis for rejecting the claim of the petitioner by the learned Single Judge and therefore the order impugned cannot be sustained in law.

Kum. Pathak, learned counsel for the respondents supports the impugned order.

We have considered the contentions canvassed by the respective counsel for the parties. The finding recorded by the learned Single Judge in para 5 of the impugned order starts with the sentence "it is an admitted position that in accordance with clause 35 of the recommendations of Bhuibhar Committee, which has been crystallized in the form of agreement dated 18.1.1994 executed between Union and the Federation, it was agreed that in

accordance with the judgment of the Supreme Court, work for a period of six months minimum would be made available to the permanent seasonal employees".

The learned counsel for the petitioner has not placed before us any material to demonstrate that there was no such agreement executed between the Union and Federation or there is no clause incorporated in the agreement on the basis of clause 35 of the recommendations of the Bhuibhar Committee. In absence thereof, it is difficult for us to appreciate the above referred contention canvassed by the learned counsel for the petitioner.

Consequently, in our view, no case is made out for showing indulgence in the present Letters Patent Appeal, therefore, the same is dismissed.

JUDGE **JUDGE**

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